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substance what B has directed him to say. This is a subject not peculiar to telephone conversations, but involves the well-known principles of interpreters as agencies of communication.<sup>13</sup>

## RECENT CASES

AGENCY — SCOPE OF AGENT'S AUTHORITY — PRINCIPAL'S LIABILITY UNDER WORKMEN'S COMPENSATION ACT TO PERSON EMPLOYED BY AGENT TO ASSIST IN EMERGENCY. — Defendant's servant asked aid from plaintiff in getting a wagon out of the mud. In attempting to assist, plaintiff was injured. He sues under the Workmen's Compensation Act. (1913 MINN. GEN. STAT. § 8195.) *Held*, that he may recover. *State ex rel. Nienaber v. District Court of Ramsey County*, 165 N. W. 268 (Minn.).

An agent is justified in assuming extraordinary powers in an emergency. *Terre Haute, etc. R. Co. v. McMurray*, 98 Ind. 358. See STORY, AGENCY, 6 ed., § 141. His conduct must be necessary and limited to the exigencies of the case. *Gwilliam v. Twist*, [1895] 1 Q. B. 557, [1895] 2 Q. B. 84; *Foster v. Smith*, 2 Coldw. (Tenn.) 474; *Vandalia R. Co. v. Bryan*, 60 Ind. App. 223, 110 N. E. 218. See 29 HARV. L. REV. 547. An agent, ordinarily without authority to employ, may have such incidental power in an emergency, and it has been held that the person employed is a fellow-servant of the one by whom he is employed. *Gunderson v. Eastern Brewing Co.*, 71 Misc. (N. Y.) 519, 130 N. Y. Supp. 785; *Brooks v. Central Ste. Jeanne*, 228 U. S. 688. See F. R. Mechem, "Master's Liability to Third Persons for the Negligence of a Stranger Assisting his Servant," 3 MICH. L. REV. 198. There seems to be no reason why the person employed could not recover under the Workmen's Compensation Act. See *Paul v. Nikkel*, 1 Cal. I. A. C. 648, 650. It is no objection that the work was only casual. *Ginther v. Knickerbocker Co.*, 1 Cal. I. A. C. 458. However, the facts in the case do not seem to make the defendant an "employer" within the Minnesota statute, which defines an "employer" as one "who employs another to perform a service for hire." See 1913 MINN. GEN. STAT. § 8230. *Georgia Pacific R. v. Propst*, 83 Ala. 518, 3 So. 764, 85 Ala. 203, 4 So. 711. The cases have drawn a rather rough distinction between the volunteer who is acting partly to protect his own interests and the volunteer who is not, holding that the latter becomes an employee, while the former does not. *Street Ry. Co. v. Bolton*, 43 Ohio St. 224; *Wright v. London, etc. R. Co.*, 1 Q. B. D. 252; *Mayton v. T. & P. R.*, 63 Texas, 77.

ATTACHMENT — GROUNDS — WHETHER AN ACTION FOR FRAUD AND DECEIT IS AN ACTION "ARISING ON CONTRACT." — A statute provides that no attachment shall be granted on the ground that the defendant is a non-resident for "any claim other than a debt or demand arising upon contract." (OHIO GEN. CODE, § 11819.) The present defendant sued a non-resident "for fraud and deception" in inducing the defendant to buy certain shares of stock and attached his property. The plaintiff made a subsequent attachment of this same property, and attacked the prior attachment as not "arising on contract." *Held*, that the prior attachment prevails. *Weirick v. Mansfield Lumber Co.*, 117 N. E. 362 (Ohio).

<sup>13</sup> *Herendeen Mfg. Co. v. Moore*, 66 N. J. L. 74, 48 Atl. 525; *Sullivan v. Kuykendall*, 82 Ky. 489; *Oskamp v. Gadsden*, 35 Nebr. 7, 52 N. W. 718. See 1 WIGMORE, EVIDENCE, § 699.